



Request For Proposals

Enhanced 911 Services

RFP No. ISD 08-02

County of San Bernardino
Information Services Department
670 East Gilbert Street
San Bernardino, CA 92415-0915

December 2008

TABLE OF CONTENTS

I.	INTRODUCTION.....	1
A.	Purpose	1
B.	Period of Contract	1
C.	Minimum Proposer Requirements	1
D.	Correspondence	1
E.	Mandatory Product Demonstration	2
F.	Questions	2
G.	Proposal Submission Deadline	2
II.	PROCUREMENT TIMELINE.....	2
III.	PROCUREMENT CONDITIONS.....	2
A.	Contingencies	2
B.	Modifications	2
C.	Proposal Submission	3
D.	Inaccuracies or Misrepresentations	3
E.	Incurred Costs	3
F.	Proposal Confidentiality	3
G.	Negotiations	3
H.	Level of Service	3
I.	Local Preference	4
J.	Acceptance or Rejection of Proposals	4
K.	Alternate Proposals	4
L.	Formal Contract	4
M.	Expanding the Contract	5
N.	Final Authority	5
IV.	SCOPE OF WORK.....	5
A.	Definitions	5
B.	Background	6
C.	Program Description	7
V.	CONTRACT REQUIREMENTS.....	8
A.	General	8
B.	Indemnification and Insurance Requirements	12
C.	Right to Monitor and Audit	15
VI.	EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS.....	16
A.	Equal Employment Opportunity Program	16
B.	Civil Rights Compliance	16
VII.	FORMER COUNTY OFFICIAL.....	17
VIII.	IMPROPER CONSIDERATION.....	17
IX.	DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS.....	17

TABLE OF CONTENTS (cont.)

X.	CALIFORNIA PUBLIC RECORDS ACT.....	18
XI.	PROPOSAL SUBMISSION.....	19
	A. General	19
	B. Proposal Presentation	19
	C. Proposal Format	19
XII.	PROPOSAL EVALUATION AND SELECTION.....	21
	A. Evaluation Process	21
	B. Evaluation Criteria	21
	C. Contract Award	21
	D. Disputes Relating to Proposal Process and Award	22
XIII.	ATTACHMENTS.....	23
	Attachment A Cover Page	24
	Attachment B Table of Contents	25
	Attachment C Proposal Checklist	26
	Attachment D Minimum Proposer Requirements	27
	Attachment E Statement of Experience	28
	Attachment F Exceptions to RFP	29
	Attachment G Statement of Certification	30
	Attachment H References	31
	Attachment I Proposer's Financial Capability	32
	Attachment J Proposal Description	33
	Attachment K Proposed Cost Sheet	35
	Attachment L Insurance	36

I. INTRODUCTION

A. Purpose

The County of San Bernardino Information Services Department (ISD), hereafter referred to as the "County", is seeking proposals from interested and qualified organizations and firms to provide an Enhanced 911 PS/ALI solution for a one (1) year period.

B. Period of Contract

The term of this contract will be for a one-year period tentatively scheduled to commence on April 1, 2009. The County may, but is not obligated to extend awarded contract(s) for up to four (4) additional one (1)-year period(s) contingent on the availability of funds and satisfactory Contractor performance.

C. Minimum Proposer Requirements

All Proposers must:

1. Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
2. Have the ability to maintain adequate files and records and meet statistical reporting requirements.
3. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
4. Have at least three (3) years experience providing this type of service.
5. Provide references of a minimum of three (3) other customers, one (1) of which should be a government agency, involving the Proposer's delivery of services that demonstrate the ability of the Proposer to provide Enhanced 911 services as outlined in this Request for Proposal (RFP). All references must have names, titles and phone numbers.
6. Meet other presentation and participation requirements listed in this RFP.

D. Correspondence

All correspondence, including questions and proposals, is to be submitted to:

County of San Bernardino
Information Services Department
ATTN: Edward Emery (RFP ISD 08-02)
670 E. Gilbert Street, 1st Floor
San Bernardino, CA 92415-0915

Telephone Number: (909) 388-0672

Fax Number: (909) 388-5555

E-mail: eemery@isd.sbcounty.gov

Fax number and e-mail address may be used to submit questions only.

Once this RFP has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer. All questions regarding this RFP can be presented in writing as indicated in Section I, Paragraph F.

E. Mandatory Product Demonstration

A mandatory product demonstration will be held at the Information Services Department by appointment. *Attendance at the demonstration is mandatory. No proposal will be accepted from any Proposer who fails to attend the product demonstration.*

F. Questions

Questions regarding the contents of this RFP must be submitted in writing by the deadline listed in Section II, and directed to the individual listed in Section I, Paragraph D. All questions will be answered and posted to the Internet by the date listed in Section II.

G. Proposal Submission Deadline

All proposals must be received at the address listed in Paragraph D of this Section no later than 5 PM on February 10, 2009. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be opened or considered.

II. PROCUREMENT TIMELINE

Release of RFP	December 16, 2008
Mandatory Product Demonstration	By Appointment
Deadline for submission of questions	January 21, 2009, 5 PM
Responses to questions posted to the San Bernardino County RFP website: http://www.sbcounty.gov/rfp/rfplist.htm	January 28, 2009
Deadline for proposals	February 10, 2009, 5 PM
Tentative date to send "Intent to Award" letter(s)	February 24, 2009
Tentative deadline for protests	March 10, 2009
Tentative date to present to Board of Supervisors for approval	March 24, 2009
Tentative start date of contract(s)	April 1, 2009

The above dates are subject to change as deemed necessary by the County.

III. PROCUREMENT CONDITIONS

A. Contingencies

This RFP does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals, if the County determines it is in the best interest of the County to do so. The County will notify all Proposers in writing, if the County rejects all proposals. The County reserves the right to waive any immaterial irregularities in submitted proposals.

B. Modifications

The County reserves the right to issue addenda or amendments to this RFP. The County also reserves the right to terminate this procurement process at any time.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.** All proposals and materials submitted become the property of the County.

D. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting contract, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

E. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

F. Proposal Confidentiality

Proposers should be aware that proposal responses are subject to the California Public Records Act (Government Code Section 6250 et seq.). If any Proposer's proposal contains trade secrets or other information, which is proprietary by law, the Proposer must notify the County of its request to keep that information confidential.

The request to keep proprietary information confidential must be made in writing and attached to the envelope or other medium used to submit the proposal. The confidential or proprietary information shall be readily separable from the response in order to facilitate eventual public inspection of the non-confidential portion of the response.

The County will review the request and notify the Proposer in writing of its decision as to whether confidentiality can be maintained under law. If confidentiality cannot be maintained, the Proposer has the option of withdrawing the proposal or advising the County of its understanding that this information will become public record. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

In the event a public records request is made for information designated by the Proposer as confidential or proprietary and if the County has made a determination as to the confidential or proprietary nature of the information, the County will notify the Proposer of the request. The Proposer will have an opportunity to seek a determination from the appropriate court as to the disclosure or non-disclosure of the information.

G. Negotiations

The County may require the Proposers selected as potential Contractor(s) to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their proposal(s) as may result from these negotiations.

H. Level of Service

For any Contract awarded as a result of the RFP, no minimum or maximum number of services needed can be guaranteed by the County.

I. Local Preference

The County has adopted a preference for Proposers whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods, or supplies.

For the purposes of applying the local preference policy (County Policy 11-12), "principal place of business" is defined as the Proposer's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the Proposer's main office (or headquarters) which:

1. Has been issued a business license. If required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of the procurement to which the Proposer responds; and
2. Can demonstrate ongoing business activity in the field of endeavor on which the Proposer is proposing, from that office during the preceding six (6) months; and
3. Has a minimum of 25% of the Proposer's fulltime management employees and 25% of its fulltime regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means, for example, if two (2) or more Proposers respond to this procurement with proposals that are equal in quality, service, and ability to meet the County's needs, County staff must identify if any of the Proposers are local vendors. If any of the Proposers are local vendors, and their quoted price is within five percent (5%) of the cost of services, equipment, goods, and/or supplies proposed by other Proposers, unless it is determined that an exemption applies, staff may recommend the local vendor for Contract award.

J. Acceptance or Rejection of Proposals

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. While cost may not be the primary factor in the evaluation process, it is an important factor.

K. Alternate Proposals

The County may consider alternate proposals. A list of suggestions or procedures that could be followed or methods of enhanced communication can be attached to the response. The County does, however, reserve the right to reject any or all proposals.

L. Formal Contract

Proposer shall be required to enter into a formal agreement with the County. This RFP sets forth some of the general provisions which shall be included in the final contract. In submitting a response to this RFP, Proposer shall be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing. All objections to any provisions of the final contract should be listed on Attachment F – Exceptions to RFP. Failure to raise any objections to the contract language at the time of submittal of a response to this RFP shall result in a waiver of objection to any of the contract language.

M. Expanding the Contract

Any contract that results out of this RFP must allow ISD to expand and add to the services and coverage under the contract. In addition, the County may wish to negotiate with the successful Proposer to establish contracts on behalf of other County departments using the terms and pricing of the successful Proposer's proposal.

N. Final Authority

The final authority to award a Contract rests solely with the San Bernardino County Board of Supervisors.

IV. SCOPE OF WORK

A. Definitions

1. Automatic Location Identification (ALI) – Technology that uses a database to associate a physical location with a telephone number. It may include information such as name, phone number, address, nearest cross street and special pre-existing conditions.
2. Automatic Number Identification (ANI) – ANI provides for the transmission through the network of the billing number, versus the telephone number, of the originating party. Also PS/ALI or Private Switch Automatic Location Identification.
3. Direct Inward Dialing (DID) – Technology that allows a person to dial inside a company without going through the attendant.
4. Federal Communications Commission (FCC) – The federal organization in Washington D.C. set up by the Communications Act of 1934. It has the authority to regulate all interstate (but not intrastate) communications originating in the United States.
5. Integrated Services Digital Network (ISDN) – A set of international standards set by the International Telecommunications Union-Telecommunications Services Sector) for a circuit-switched digital network that supports access to any type of service (e.g., voice, data, and video) over a single, integrated loop from the customer premises to the network edge.
6. Local Exchange Carrier (LEC) – The local telephone companies, which can either, be a Bell Operating Company or an independent which traditionally had the exclusive franchised right and responsibility to provide local transmission and switching services.
7. National Emergency Number Association (NENA) – A US non-profit organization promoting 911 as the standard emergency number, including technical support, public awareness, certification programs, and legislative representation.
8. Private Branch Exchange (PBX) – A PBX is a small version of the phone companies larger switching office.
9. Private Rate Interface (PRI) – A PRI is an ISDN term used internationally to refer to what is essentially an ISDN version of a T-1 trunk from the customer premises to the edge of the ISDN service provider network.
10. Public Safety Answering Point (PSAP) – PSAPs are customarily segmented as "primary" "secondary" and so on. The primary PSAP is the first contact a 911 caller will get. Secondary PSAPs might be located at fire dispatch areas, municipal police headquarters or ambulance dispatch centers.

11. Public Switched Telephone Network (PSTN) – This refers to the local, long distance and international phone system which we use everyday.
12. Public Utility Commission (PUC) – State body charged with regulating phone companies.
13. Request for Proposal (RFP) - The document used to solicit a solution or solutions from potential contractors to a specific problem or need. Although price is important, originality and effectiveness of the proposal, and the background and experience of the Proposer, are evaluated in addition to the proposed price.
14. Telephone Management System (TMS) – A system that controls telephone costs by selecting lower cost long distance routes for placed calls, restricting the abilities of select people, and keeping track of telephone usage by extension or other parameter.
15. Voice over Internet Protocol (VoIP) – A VoIP call is transmitted over a data network, such as the Internet. The internet protocol is a catch all for the protocols and technology of encoding a voice call that allow a voice call to be slotted in between data calls on a data network.

B. Background

The County of San Bernardino encompasses 20,106 square miles, consisting of a land area of 20,053 square miles and water area of 53 square miles, the largest county in the continental United States. It borders Los Angeles, Riverside, Orange, Inyo and Kern Counties and the States of Arizona and Nevada. The County's Information Services Department is responsible for providing a variety of professional Information Technology and data communication services to all County departments, special districts and other federal, state and local government agencies.

The Federal Communications Commission (FCC) has made recommendations that all PBX providers install a notification system capable of delivering location information to within 100 meters of a person calling 911. Several states have followed these recommendations to varying degrees and some requirements have been made mandatory by law.

Presently, the California Public Utilities Commission (PUC) does not require any of the FCC recommendations be implemented by PBX providers. However, installation and implementation of a State-of-the-Art PS/ALI will not only improve safety and security for San Bernardino County employees but shall address any statutory regulations the state may require in the future.

Currently, most County facilities involve multi-story buildings or multiple buildings that are served by a single phone system. When a person calls 911 the address of the phone system is displayed on the PSAP dispatch screen. This information does not provide any other information than a street address.

In the case of a multi-story building there is no floor information. Emergency personnel would not be able to determine where the caller is located unless someone at the building entrance was aware of the crisis. Enhanced location information could reduce the time required to locate the caller increasing their chances of survival in a true emergency.

For multi-building facilities, emergency personnel would arrive at the address and building delivered to the PSAP. Unfortunately, emergency personnel would not be able to determine the exact building in which the emergency has occurred unless someone at the location was aware of the crisis. Without additional information, emergency crews could be forced to abandon the call or search for a victim in all buildings, causing a protracted delay in the delivery of emergency services.

C. Program Description

1. Program Objective - The Telecommunication Services division of ISD seeks a new system that will provide accurate location information to the PSAP serving the caller's location. This information is critical for emergency personnel if they are to locate anyone needing assistance.

Contractor shall install and implement a PS/ALI that will be able to receive information from the County's current Telephone Management System (TMS), Nortels Telephony Manager (TM3.2). The design will require the Contractor to be able to accept data within predefined fields within the County TMS and convert this information into the NENA format. The NENA format is the standard information display required by all PSAP locations. This ensures the information from the calling party is consistent, no matter where the call originates. The proposed PS/ALI will deliver caller information to the Public Network 911 system which in turn will deliver the call to the local serving PSAP.

In addition, telephone changes are made daily within TM3.2. The PS/ALI must be able to interrogate the County TMS data on a daily basis, determine what changes have been made and then deliver only these changes to the ALI database.

The Contractor shall provide training for ISD Telecommunication Services staff in the use of the proposed PS/ALI and subsequent maintenance and support in accordance with the requirements set forth herein.

2. Program Requirements –

- a. Contractor shall import data files from TM 3.2 and accept multiple file types for data import.
- b. Contractor shall deliver accurate ANI from multiple area codes and multiple LEC's to closest PSAP.
- c. Contractor shall integrate the PS/ALI with the existing County Telecom Management System and convert to NENA standard.
- d. Contractor shall provide secure path for data transmittal that meets the County security standards.
- e. Contractor shall provide database reconciliation on a daily basis – Upload changes to ALI database. Contractor shall also provide reconciled Acceptation reports and Exception reports on a daily basis.

- f. Contractor shall deliver 911 calls over existing PRI.
- g. Contractor shall demonstrate their ability to accurately identify the location of a 911 caller using a VoIP device.
- h. Contractor shall provide full 24 hour, 7 days a week maintenance and support.
- i. Contractor shall provide training for at least three (3) County staff. Training must be described in detail and include the following information:
 - I. How your firm plans to provide on-site training for County staff.
 - II. A description of the training programs to be provided to County staff.
 - III. Length of training. Include number of hours needed to complete training.
 - IV. A sample of the comprehensive Enhanced 911 Notification System Manual and Technical Documentation or, if none is currently available, how the Proposer plans to provide the necessary documentation.

3. Program Considerations –

- a. Due to the geographical dispersion of the County's PBX, the County faces two other hurdles that may impact proper caller ID delivery. First, County has two different Area Codes, 909 & 760. Calls originating within either of these areas will be sent to a Nortel PBX and from there delivered to the PSTN over a PRI span. Accurate delivery of the 911 caller information to the local PSAP of the caller is critical. Secondly, the County has sites within the franchise areas of three different LEC (Verizon, Frontier, and AT&T). Contractor proposal MUST be able to deliver accurate caller ID despite these issues.
- b. Another issue that must be considered is E911 for VoIP. The County is currently using VoIP. As this technology continues to mature new methods will be needed to ensure proper caller location. Contractor must be able to modify and/or improve their services to maintain pace with the technology.

V. CONTRACT REQUIREMENTS

A. General

The organization(s) selected may be required to agree to the terms contained below. If the Proposer has any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

1. Representation of the County - In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.
2. Contract Assignability - Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.
3. Subcontracting - Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the County. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance and payment of any subcontractor.
4. Contract Amendments - Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of the Contractor and the County.
5. Conflict of Interest - Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Contractor or officer or employee of the Contractor.
6. Confidentiality - Contractor shall be required to protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to the Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any purpose other than carrying out the Contractor's obligations under the Contract, except as may be otherwise required by law. This provision shall remain in force even after the termination of the Contract.
7. Licenses and Permits - Contractor shall ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County of San Bernardino and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Contract. Contractor shall notify County immediately of loss or suspension of any such licenses and permits.
Failure to maintain required licenses and permits may result in immediate termination of the Contract.
8. Americans with Disabilities Act - Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).
9. Air, Water Pollution Control, Health and Safety - Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this contract.
10. Invoices - Contractor shall provide invoices to County on a fazed schedule that will be included in the agreed upon contract award.
11. Records - Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to

the program. Said records shall be kept and maintained within the County of San Bernardino.

Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles, and other standards for accountancy.

Contractors expending \$500,000 or more in Federal funds annually shall have a single audit or program specific audit performed. A copy of the audit shall be maintained as part of the program's fiscal records.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding payments for billings submitted and for termination of the Contract.

12. Public Accessibility - Contractor shall ensure that services provided are accessible by public transportation.
13. Notification Regarding Performance - In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under the Contract, notification shall be made within one working day, in writing and by telephone to the County.
14. Copyright - County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under the Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of the Contract shall acknowledge San Bernardino County as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under the Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.
15. Attorney Fees and Costs – If any legal action is instituted to enforce any party's rights hereunder, each party agrees to bear its own attorneys' fees and costs regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Part B-1 Indemnification.
16. Contractor Primary Contact - The Contractor shall designate an individual to serve as the primary point of contact for the Contract as well as a back-up in the event the primary contact is not available. Contractor shall notify County when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County

- business days. Contractor shall not change the primary point of contact without written notification and acceptance of the County.
17. Change of Address - Contractor shall notify the County in writing of any change in mailing address within ten (10) calendar days of the address change.
 18. Recycled Paper Products - The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.
 19. Electronic Fund Transfer Program – Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payables.
 20. Legality and Severability - The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.
 21. Taxes - County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
 22. Termination for Convenience – The County for its convenience may terminate this agreement in whole or in part upon one hundred twenty (120) calendar days written notice. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to the County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.
 23. Venue - The venue of any action or claim brought by any party to this Contract will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.
 24. Release of Information - No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with County may be made or used without prior written approval of the County.
 25. Drug and Alcohol-Free Workplace - In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this

agreement, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- a. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
- b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
- c. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this agreement and any other agreement the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

26. Notice of Delays - Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
27. Price Guarantee and Price Escalation - All prices will be considered firm for the entire period of the contract unless otherwise stated. If the Contractor seeks any increases in price the County requires bona fide proof of cost increases on contracts prior to any price escalation adjustment. A minimum thirty (30) days advance written notice is required to secure such adjustments. No retroactive pricing adjustments will be considered. Written approval of the County must be obtained prior to the effective date of any adjustments. The County may enforce, adjust or terminate escalating price contracts as it sees fit.

B. Indemnification and Insurance Requirements

1. Basic Requirements

- a) Indemnification – The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil

Code Section 2782.

- b) Additional Insured – All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.
- c) Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.
- d) Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- e) Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.
- f) Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.
- g) Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VII".
- h) Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.
- i) Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems

necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

- j) Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

2. Insurance Specifications

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- a) Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- b) Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- 1) Premises operations and mobile equipment.
 - 2) Products and completed operations.
 - 3) Broad form property damage (including completed operations).
 - 4) Explosion, collapse and underground hazards.
 - 5) Personal injury
 - 6) Contractual liability.
 - 7) \$2,000,000 general aggregate limit.
- c) Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.
- If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.
- If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- d) Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
- e) Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits.

C. Right to Monitor and Audit

1. Right to Monitor – The County shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under the Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.
- Contractor shall cooperate with County in the implementation, monitoring and evaluation of the Contract and comply with any and all reporting requirements established by County.

2. Availability of Records - All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after the final payment under the Contract or until all pending County, State, and Federal audits are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement shall not exceed \$50 per hour (including travel time) and shall be deducted from the following month's claim for reimbursement.

Records of the Contractor that do not pertain to the program shall not be subject to audit unless provided for in another agreement.
3. Assistance by Contractor - Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
4. Independent Audit Provisions - Contractor shall hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and California Department of Social Services Manual of Policies and Procedures, Division 21 and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from ISD.

B. Civil Rights Compliance

The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with ISD within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, ISD shall supply a sample of the Plan

format. The Contractor will be monitored by ISD staff for compliance with provisions of its Civil Rights Plan.

VII. FORMER COUNTY OFFICIAL

Employment of Former County Officials - Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

VIII. IMPROPER CONSIDERATION

Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

X. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. and the following. Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

XI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFP have been satisfied.
2. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP.
3. Expensive bindings, colored displays, promotional materials, etc., are not necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
4. Proposals must be complete in all respects as required by this RFP. A proposal may not be considered if it is conditional or incomplete.
5. Proposals must be received at the designated location, specified in Section I, Paragraph D – Correspondence, no later than the date and time specified in Section I, Paragraph G - Proposal Submission Deadline.
6. All proposals and materials submitted become the property of the County. All proposals received are subject to the “California Public Records Act.” While the County takes every measure permissible to keep all “propriety information” identified, Proposers are asked to label the information “PROPRIETARY” and enclose it in a separate envelope marked as such.

B. Proposal Presentation

1. Proposals must be submitted on 8 ½” x 11” paper, neatly typed, double-sided on recycled paper, with normal (1 inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page.
2. One (1) original and seven (7) copies, total of eight (8), of the complete proposal must be received by the deadline for receipt of proposal specified in Section II, Procurement Timeline. The original and all copies must be in a sealed envelope or container stating on the outside: “Confidential”, Proposer name, address, telephone number, RFP number, RFP title, and proposal due date.
2. Hand carried proposals may be delivered to the address listed in Section I, Paragraph D, between the hours of 8 a.m. and 5 p.m., Monday through Friday, excluding holidays observed by the County (deadline for proposals indicated in Section II supersedes time listed in this Paragraph). Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

C. Proposal Format

Proposers must include the following information and Attachments, in the following order, with their proposal:

1. Cover Page- Attachment A
Use Attachment A as the cover page for the proposal. This form must be fully completed and signed by an authorized officer of the Proposer.
2. Table of Contents- Attachment B
A complete table of contents for the entire proposal with respective page numbers opposite each topic is to be included. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.
3. Proposal Checklist- Attachment C
The proposal checklist is included to ensure that all items requested have been included in the proposal.
4. Minimum Proposer Requirements- Attachment D
Complete, initial, sign and include in the submitted proposal.
5. Statement of Experience- Attachment E
Complete and include in the submitted proposal.
6. Exceptions to RFP- Attachment F
Complete, sign and include in the submitted proposal.
7. Statement of Certification- Attachment G
Complete, initial, sign and include in the submitted proposal.
8. References- Attachment H
Provide three (3) references from other agencies, one (1) of which should be a government agency, with whom you have established a contract for this type of service. Provide agency, contact name/address, phone number, and dates that services were provided.
9. Proposer's Financial Capability- Attachment I
 - a) Proposer must provide the Company's Annual Report for the last two years. Proposer must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.
 - b) Alternatively, provide tax returns from the most recent completed fiscal year or a letter from the Proposer's financial institution indicating the Proposer can carry up to sixty (60) days worth of invoices before obtaining payment.
10. Proposal Description- Attachment J (additional sheets may be used)
Complete and include in the submitted proposal.
11. Proposed Cost Sheet- Attachment K

For evaluation purposes, please provide pricing on the Proposed Cost Sheet. The successful Proposer will be required to provide these services.

12. Insurance- Attachment L

Submit evidence of ability to insure as stated in Section V, Paragraph B.- Indemnification and Insurance Requirements.

XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals shall be subject to a standard review process developed by the County by an Evaluation Committee. The committee will be comprised of County personnel, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced. Scoring proposals will be based on an ordinal ranking system.

B. Evaluation Criteria

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a) The proposal must be complete (including all Attachments), in the required format, and be in compliance with all the requirements of this RFP.
- b) Prospective Proposers must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, Paragraph C.
- c) Prospective Proposers must submit all required documentation and certifications as outlined in this RFP.

Failure to meet these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. Final Review - Proposals meeting the above requirements will be evaluated on the basis of the following criteria (not necessarily in order of priority):

- a) Proposer's qualifications and experience in providing these services. This review will be based upon the three (3) customer references provided.
- b) Proposer's financial stability. This review will be based upon Proposer's business financial statements.
- c) Competitive pricing compared to other qualified proposals.
- d) Proposer's plan to achieve the Scope of Work, as outlined in Section IV.
- e) Proposer's overall responsiveness to the requirements of the RFP.
- f) Proposer's summary of experience(s) for similar services provided to other agencies.

While cost is a major consideration in the evaluation process, selection will be based on the determination of which proposal will best meet the needs of the County and the requirements of this RFP.

C. Contract Award

1. Contract(s) will be awarded based on a competitive selection of proposals received. A recommendation will be made to the Board of Supervisors. The Board makes the ultimate determination regarding award of contract.
2. The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contract may result in cancellation of the award.
3. The County reserves the option to make award(s) as it deems to be in the best interest of the County.
4. Cost of service is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. Ability to provide a quality service in a timely manner at a low or reasonable cost in accordance with the RFP requirements is critical to a successful proposal.

D. Disputes Relating to Proposal Process and Award

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Chief Information Officer. Proposer may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

County of San Bernardino
Information Services Department
Attn: Chief Information Officer
670 E Gilbert Street, 1st Floor
San Bernardino, Ca 92415-0915

XIII. ATTACHMENTS

**** Blank Page ****

ATTACHMENT A – COVER PAGE
PROPOSAL FOR *ENHANCED 911 SERVICES* SERVICES, RFP ISD 08-02

PROPOSER'S NAME (*name of firm, entity or organization*):

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

NAME AND TITLE OF PROPOSER'S CONTACT PERSON:

MAILING ADDRESS:

Street Address: _____

City, State, Zip: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

PROPOSER'S ORGANIZATIONAL STRUCTURE:

☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture

☐ Other (explain): _____

If Corporation: **Date Incorporated:** _____ **State Incorporated:** _____

States Registered in as foreign corporation: _____

PROPOSER'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFP REQUESTS:

PROPOSER'S AUTHORIZED SIGNATURE:

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

SIGNATURE: _____ **DATE:** _____

PRINT NAME: _____ **TITLE:** _____

ATTACHMENT B – TABLE OF CONTENTS
Use this sheet for proposal table of contents.

	<u>Item</u>	<u>Page No.</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		

ATTACHMENT C – PROPOSAL CHECKLIST

Use this checklist to ensure that all items requested have been included. This form is to be completed and included in the proposal and must be located directly behind Attachment B.

	Items Completed	Number of Pages
1.	Attachment A - Cover Page	
2.	Attachment B - Table of Contents	
3.	Attachment C - Proposal Checklist	
4.	Attachment D - Minimum Proposer Requirements	
5.	Attachment E - Statement of Experience	
6.	Attachment F - Exceptions to RFP	
7.	Attachment G - Statement of Certification	
8.	Attachment H - References	
9.	Attachment I - Proposer's Financial Capability	
10.	Attachment J - Proposal Description	
11.	Attachment K - Proposed Cost Sheet	
12.	Attachment L - Insurance	

ATTACHMENT D – MINIMUM PROPOSER REQUIREMENTS

The following requirements apply to all prospective proposers.

	Requirement	Agree (initial)	Disagree with requirement (initial and explain in Attachment F- Exceptions)
1.	Have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.		
2.	Have the ability to maintain adequate files and records and meet statistical reporting requirements.		
3.	Have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.		
4.	Have at least three (3) years experience providing this type of service.		
5.	Provide references of a minimum of three (3) other customers, one (1) of which should be a government agency, involving the Proposer's delivery of services that demonstrate the ability of the Proposer to provide Enhanced 911 services as outlined in this RFP. All references must have names, titles and phone numbers.		
6.	Meet other presentation and participation requirements listed in this RFP.		

Name of Authorized Representative _____

Signature of Authorized Representative _____

Title _____

Date _____

ATTACHMENT E – STATEMENT OF EXPERIENCE

Please provide the following information (additional sheets may be used).

1. Number of years the prospective Proposer has been in business under the present business name, as well as related prior business names.
2. A statement giving examples of Proposer's demonstrated capacity to perform the required services.
3. List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
4. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
5. Describe experience of principal individuals of the prospective Proposer's present organization in the areas of financial and management responsibility. Please include their names, current position or office and their years of service experience, including capacity, magnitude and type of work.
6. With respect to contracts currently in effect, completed or terminated prior to the original expiration date within the last three years, which involve similar type projects, show for each such contract:
 - a. Date of termination or completion and duration of each contract.
 - b. Type of service.
 - c. Total dollar amount contracted for and amount received.
 - d. Location of area served.
 - e. Name and address of agency with which contracted and agency's contact person.
 - f. Reason for termination.
 - g. If none, so state.
7. Identify controlling interest in any other firms providing equivalent or similar services. If none, so state.
8. Identify financial interest in other lines of business. If none, so state.
9. Disclose pending litigation, involving prospective Proposer or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
10. Disclose convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants and employees. If none, so state.
11. Include a statement that Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters or ability to perform the contract.

ATTACHMENT F – EXCEPTIONS TO RFP

Proposer has reviewed the RFP and General Contract Terms in their entirety and has the following exceptions: (Please list your exceptions by indicating the Section, Paragraph number and page number, as applicable. Be specific about your objections to content, language or omissions. Additional sheets may be used.)

Name of Authorized Representative _____

Signature of Authorized Representative _____

Title _____ Date _____

ATTACHMENT G – STATEMENT OF CERTIFICATION

The following statements are incorporated as part of our proposal for *Enhanced 911 Services* in response to County of San Bernardino RFP No. ISD 08-02

	Statement	Agree (initial)	Disagree with statement (initial and explain in Attachment F- Exceptions)
1.	The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of this proposal, including cost, have been determined independently and without consultation with any other prospective proposer or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of this RFP and the proposal submitted shall be binding if the proposal is selected and a contract awarded.		
5.	The County shall be provided with any other information the County determines is necessary for an accurate determination of our ability to provide the services being proposed.		
6.	If selected, we shall comply with all applicable rules, laws, and regulations.		
7.	Former County Officials – Provide information regarding former county officials as described in Section VII of this RFP. If none, so state.		

Name of Authorized Representative _____

Signature of Authorized Representative _____

Title _____ Date _____

ATTACHMENT H – REFERENCES

Identify past and current experience in providing services similar to those requested in this RFP.

Agency	Contact Name/Address	Phone Number	Dates Services Provided (from/through*)

*Enter **“Present”** if still providing the services.

ATTACHMENT I – PROPOSER’S FINANCIAL CAPABILITY

Use this page as a cover sheet to provide financial information as described below.

Per Section XI, Paragraph C.9 of this RFP:

Proposer must provide the Company’s Annual Report for the last two years. Proposer must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owners and the Company’s accountant that the information accurately reflects the company’s current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business’ current financial status.

Alternatively, provide tax returns from the most recent completed fiscal year or a letter from the Proposer’s financial institution indicating the Proposer can carry up to sixty (60) days worth of invoices before obtaining payment.

ATTACHMENT J - PROPOSAL DESCRIPTION

Provide a detailed description of the proposal. Additional sheets may be used.

1. Give a brief synopsis of the Proposer's grasp of the County's needs and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal.
2. Provide a statement that Proposer will provide the services as described in the proposal for a one (1)-year period tentatively scheduled to commence on April 1, 2009.
3. Develop a narrative description of the proposed plan to achieve the Scope of Work as described in Section IV of this RFP.
4. Detailed plan of activities to achieve the Program Requirements as described in Section IV of this RFP.
5. Explanation on how the Proposer will meet any Program Considerations described in Section IV of this RFP.
6. Milestone and deliverable charts, as applicable.
7. Explanation of any assumptions and/or constraints.
8. Subcontractor Information – If a Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting. Attach a statement from each subcontractor, signed by a duly authorized officer, employee, or agent of the organization/firm, that includes the name and address of the organization/firm, type of work to be performed, and percentage of the total work of the proposal. Statement must also include that the subcontractor will perform all work as indicated and will comply with all items as described herein. This information will be used to determine the potential responsibility of the Proposer.
9. Other Information

1. Describe any additional relevant information concerning the use of the PS/ALI that is important in evaluating your product and services.
2. If the proposed PS/ALI is hosted at the Proposer's data center, describe security standard procedures.

ATTACHMENT K – PROPOSED COST SHEET

The proposal must include an itemized schedule of all fees, costs and any other surcharges including, but not solely limited to, the following;

<u>FEE TYPE/COST/SURCHARGE</u>	<u>INITIAL COST</u>	<u>FUTURE COST</u>
Setup Fee	\$ _____	\$ _____
Hardware	\$ _____	\$ _____
Software	\$ _____	\$ _____
Change Fee (MACD)	\$ _____	\$ _____
Monthly Service Fee	\$ _____	\$ _____
Misc. Fee	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
	\$ _____	\$ _____
Other costs specified in RFP:		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____
Other costs not specified in RFP:		
_____	\$ _____	\$ _____
_____	\$ _____	\$ _____

The proposal must include any conditions that are applicable to future price increases governing the terms and conditions of the services that the County is contracting for as defined herein. The frequency of these price increases, if any, is to be included in the proposal. The proposal must include any charges that may be applicable as a result of the County modifying this agreement as a result of changing needs (either upward or downward) in the County's information system processing requirements. Any future required items not specifically defined in the proposal shall be negotiated later at a mutually agreed upon price. Please indicate the time period for each cost listed (ie. 1/1/01 – 12/31/01) & fee unit (ie. per month).

ATTACHMENT L - INSURANCE

Use this page as a cover sheet when submitting insurance documents.

Submit evidence of ability to insure as stated in Section V, Paragraph B - Indemnification and Insurance Requirements.